

SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND WILLIAM L. ARBUCKLE

Come now William L. Arbuckle ("Licensee") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's licenses as a real estate broker associate will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by a preponderance of the evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, the right to a disciplinary hearing before the Commission at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's licenses. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

Licensee acknowledges that Licensee has received a copy of the documents relied upon by the Commission in determining there was cause to discipline Licensee's licenses, along with citations to law and/or regulations the Commission believes were violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Commission that Licensee's three broker associate licenses, numbered 1999056573, 2011040105, and 2013040744 are subject to disciplinary action by the

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, William L. Arbuckle, holds three broker associate licenses from the Commission. The Commission issued Licensee's first broker associate license, license number 1999056573, currently associated with Northland Referring Partners LLC on February 1, 1999. Licensee's license number 1999056573 is active and expires June 30, 2020. The Commission issued Licensee's second broker associate license, license number 2011040105, associated with Northland Partners LLC on December 8, 2011. Licensee's license, number 2011040105, expires June 30, 2020 and is current and active. Northland Referring Partners LLC holds a current and active real estate association license, license number 2008031467, which expires June 30, 2020. Licensee is not the designated broker for Northland Referring Partners LLC. The Commission issued Licensee's final broker associate license, license number 2013040744, associated with Lufkin Property Management LLC ("Lufkin"), on November 5, 2013. Licensee's license number 2013040744 expired on June 30, 2018 and is in a cancelled status. Lufkin Property Management LLC holds a real estate association license, license number 2013008852. Lufkin's association license expired June 30, 2018. The brokerage is closed and the association license is cancelled. Arbuckle was the designated broker for Lufkin from November 5, 2013 until on or about November 1, 2017.

3. From March 22-24 and 28, 2016, the Commission conducted an audit of Lufkin Property Management LLC. Licensee was the designated broker for the period audited -- February 28, 2015 through February 29, 2016. The Commission's audit revealed:

- a. On six instances, in violation of section 339.020, RSMo and 20 CSR 2250-8.090(9)(L), Licensee allowed an unlicensed person, brokerage owner Carrie Lufkin, to sign management agreements for licensee.

- b. In violation of sections 339.100.2(1) and 339.105.1, RSMo, and 20 CSR 2250-8.120(4) and 8.220(3), Licensee did not deposit and maintain rent in an escrow or trust account but deposited all funds into the brokerage operating account.
- c. On 17 instances, in violation of section 339.100.2(19), RSMo, Licensee's owner statements were inaccurate in that on 13 instances, owners' income less expenses did not match the ending balance, a statement did not reflect a \$1,300 payment and showed an incorrect amount of owner draw, the set-up fee was not reflected on the statement, the statement showed more paid out to the owner than actually paid and the statement showed less paid out to the owner than actually paid.
- d. In violation of section 339.105.1, RSMo, Licensee commingled funds by depositing rents and owner funds into the brokerage operating account.
- e. In violation of section 339.105.1, RSMo, there was a net shortage of \$1,942.21 in Licensee's operating account, account ending with 2332 ("account 2332"), due to negative owner balance for one owner, invoices paid but not charged to an owner, an overpayment made to an owner and excess management fees charged to owners.
- f. In violation of section 339.105.2, RSMo, Licensee closed a property management account, account 9727, without notifying the Commission.
- g. In violation of section 339.730.1(1), Licensee failed to perform the terms of the management agreement with the landlord on 19 instances in that Licensee failed to provide a monthly statement and management fees were not taken according to the terms of the agreement.
- h. In violation of 20 CSR 2250-4.030(1) and 8.010(2), Licensee's business sign did not bear the name under which the brokerage is licensed and the fictitious name was not registered with the Missouri Secretary of State.
- i. In violation of 20 CSR 2250-4.040(1), Licensee failed to notify the Commission of a change in his business address.
- j. In violation of 20 CSR 2250-8.020(1), Licensee failed to supervise the real estate activities of all licensed and unlicensed persons. Licensee's only presence during the audit was for the auditor's initial interview and the audit review with Licensee at the conclusion of the audit. The

owner, Lufkin, indicated upon the examiner's arrival that Licensee may have "gotten lost" as it was his first visit to her new office since she relocated in November 2015. During the audit, the examiners noted that all management agreements had been signed by Lufkin, not Licensee. There were no management agreements, leases, checks, disclosures or other documents signed by Licensee, the designated broker. The examiners noted that there were checks written to Licensee each month for \$500.00. Lufkin stated that she paid Licensee \$500.00 a month to "act as the designated broker of the firm." Licensee was not a signor on the brokerage operating account. The operating account was used to deposit all rents and pay expenses on managed properties. Lufkin stated she operated this way because Licensee "insisted that she not maintain an escrow or trust account."

- k. In violation of section 339.100.2(19), RSMo, Licensee did not have sufficient supervision over the business affairs conducted under his license.
- l. In violation of 20 CSR 2250-8.090(9)(H), on six instances, the management agreement did not include a statement which permitted or prohibited the designated broker from acting as a dual agent.
- m. In violation of 20 CSR 2250-8.096(1), on six instances, Licensee's brokerage relationship was not disclosed in writing to the tenant.
- n. In violation of 20 CSR 2250-8.220(1), Licensee failed to maintain a separate account for the deposit of current rents and owners' funds.
- o. In violation of 20 CSR 2250-8.220(1), on two instances, Licensee failed to disburse funds from the property management escrow account when the owner's account balance was not sufficient.

4. From October 10-12, 2017, the Commission conducted a follow-up audit of Lufkin Property Management LLC. The period audited in the follow-up audit was September 30, 2016 through September 30, 2017. Licensee was the designated broker for Lufkin for only September 30, 2016 through November 17, 2016. This agreement reflects only the audit violations related to the brokerage and Licensee during that time and revealed:

- a. On one instance, in violation of section 339.020, RSMo, and 20 CSR 2250-4.070(2), Licensee allowed an unlicensed member of Lufkin to sign a management agreement;
- b. On one instance, in violation of section 339.100.2(19), RSMo, Licensee produced an inaccurate owner's statement in which payments were not reflected and expenses not reported.
- c. On four instances, in violation of section 339.105.1, RSMo, there was commingling in the property management account, Kearney Trust, account ending 0762, in that the brokerage paid personal expenses of Cary Lufkin, including A/C repair for the office, non-property related payroll, business insurance and owner Lufkin's personal expenses, from the escrow account.
- d. On four instances, in violation of section 339.105.1, RSMo, there were identified shortages in the property management escrow account, account 0762 related to mortgage payments not being reported on owner statements, mortgage payments not reported and expenses paid when owner funds were not maintained in the escrow account.
- e. On two instances, in violation of section 339.105.1, RSMo, there were overdrafts in the property management escrow account, account 0762.
- f. On one instance, in violation of section 339.105.2, RSMo, and 20 CSR 2250-8.220(7), Licensee opened and closed a property management escrow account and did not notify the Commission.
- g. In violation of section 339.105.3, RSMo, Licensee did not maintain records necessary to determine the adequacy of the property management escrow account, account 0762:
 - i. The brokerage failed to maintain copies of receipts issued to tenants for cash.
 - ii. The brokerage failed to maintain a check register or other record of disbursements from the property management account.
 - iii. The brokerage failed to maintain a deposit register or other record of receipts and deposits to the property management account.
 - iv. Licensee opened the account with \$1,500 on September 27, 2016, but was unable to tell the examiners the source of the funds.
 - v. Licensee (and other brokers) allowed the brokerage owner to use a debit card issued on the escrow account for purchases at several restaurants, a bar, an indoor trampoline park, pet supply stores, gas stations and convenience stores. Licensee and other

brokers failed to retain receipts for any of these purchases and could not provide a business purpose for the corresponding expenses.

- vi. There were no related transactions on 14 deposit tickets.
 - vii. There were no related transactions on 53 checks.
 - viii. There were numerous check numbers that did not clear the account and were unaccounted for given the brokerage did not retain voided checks.
 - ix. The brokerage failed to retain receipts and/or invoices for expenses paid from the property management account.
 - x. The brokerage failed to maintain a detailed breakdown of management fees taken from the account. There were numerous automated clearing house (ACH) transfers from the escrow account to the brokerage operating account. The brokerage owner, Carrie Lufkin, stated that they were for management fees and set-up fees but could not provide a breakdown of charges by property or owner for any month.
 - xi. The brokerage paid business operating expenses from the property management escrow account.
- h. In violation of section 339.105.3, RSMo, the brokerage did not maintain records necessary to determine the adequacy of the property management account, account ending 0596.
- i. The brokerage failed to retain copies of cash receipts from tenants.
 - ii. Licensee deposited prepaid rent into the property management escrow account but did not know which tenants had prepaid rent or how much each tenant had paid.
 - iii. The brokerage failed to maintain a deposit register or deposit receipts and Licensee's bank did not return imaged deposit tickets or other records of deposits to the property management account.
 - iv. The brokerage failed to maintain a check register or other record of disbursements from the property management account.
 - v. The brokerage had numerous checks for which there was no accounting and had not cleared the account. Carrie Lufkin stated they were voided checks which she destroyed.

- vi. There was commingling in the property management account in that office expenses were paid from the escrow account on numerous instances.
- i. In violation of section 339.105.3, RSMo, Licensee failed to maintain sufficient records to determine the adequacy of management fees taken during the audit period in that Licensee did not track disbursements from the escrow account, account 0762, and did not have a detailed breakdown of individual payments to the brokerage.
- j. In violation of section 339.105.3, RSMo, Licensee failed to maintain sufficient records to determine the adequacy of cash receipts deposited to the escrow account during the audit period for accounts 0762 and 0596.
- k. On three instances, in violation of section 339.730.1(1), RSMo, Licensee failed to perform the terms of the written agreement with the owners in that Licensee did not provide owner statements according to the agreement with three owners.
- l. On one occasion, in violation of section 339.780.2, RSMo, and 20 CSR 2250-8.090(9)(G), the management agreement with the landlord did not contain a statement that permits or prohibits an offer of subagency.
- m. In violation of 20 CSR 2250-8.090(9)(C), the management agreement did not specify whether security deposits would be held by the broker or the owner.
- n. In violation of 20 CSR 2250-8.090(9)(H), on one instance, the management agreement did not include a statement that permits or prohibits the licensee from acting as a dual agent.
- o. In violation of 20 CSR 2250-8.090(9)(K), on one instance the management agreement failed to contain a statement that confirms the landlord received a Broker Disclosure Form on or before the signing of the management agreement or upon the licensee obtaining any personal or financial information, whichever occurred first.
- p. In violation of 20 CSR 2250-8.160(2), on three instances, Licensee failed to retain records including invoices and receipts and voided checks.
- q. In violation of 20 CSR 2250-8.220(8), on 39 instances, the related transaction was not indicated on each check written or other record of disbursement on the property management escrow account, account 0762.

- r. In violation of 20 CSR 2250-8.220(8), on ten instances, the related transaction was not indicated on each deposit ticket for the property management escrow account, account 0762.
5. Section 339.020, RSMo, states, in relevant part:
- It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.
6. Section 339.105, RSMo, states, in relevant part:
1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover service charges related to the account.
2. Each broker shall notify the commission of his or her intent not to maintain an escrow account, or the name of the financial institution in which each escrow or trust account is maintained, the name and number of each such account, and shall file written authorization directed to each financial institution to allow the commission or its authorized representative to examine each such account; such notification and authorization shall be submitted on forms provided therefore by the commission. A broker shall notify the commission within ten business days of any change of his or her intent to maintain an escrow account, the financial institution, account numbers, or change in account status.
3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.
7. Section 339.730.1(1), RSMo, states in relevant part:
1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:
- (1) To perform the terms of the written agreement made with the client.
8. Section 339.760.1, RSMo, states in relevant part:

Every designated broker who has affiliated licensees shall adopt a written policy which identifies and describes the relationships in which the designated broker and affiliated licensees may engage with any seller, landlord, buyer, or tenant as part of any real estate brokerage activities.

9. Section 339.780, RSMo, states, in relevant part:
 2. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.
10. Regulation 20 CSR 2250-4.030(1) states, in relevant part:

Any broker doing business under any name other than the broker's legal name or any entity doing business under any name other than the name registered with the secretary of state, shall first comply with the provisions of sections 417.200 – 417.230, RSMo on the registration of fictitious names and shall furnish the commission a copy of the registration within ten (10) days of receipt of the official registration from the secretary of state.
11. Regulation 20 CSR 2250-4.040(1) states, in relevant part:

A broker shall not conduct business under any other name or any other address than the one for which the broker's individual license is issued unless the broker first complies with 20 CSR 2250-4.030. If a broker changes his/her name, home or business address, the broker shall notify the commission in writing within ten (10) days after the change becomes effective.
12. Regulation 20 CSR 2250-4.070(2) states, in relevant part:

Before a broker license will be issued to a partnership, association, or corporation, each partner in a partnership or each associate in an association or each officer of a corporation, who actively participates in the supervision of the real estate brokerage business of the firm, as defined in the license law, shall hold the appropriate broker license and each broker-salesperson or salesperson associated with the firm who engages in activities defined in the license law shall hold the appropriate license. In addition, each broker-partner, broker-associate, or broker-officer shall retain a comparable position/title within the firm. An individual that maintains a salesperson license may also hold an officer title within a corporation.
13. Regulation 20 CSR 2250-8.010(2) states, in relevant part:

A broker's business sign of sufficient size to identify it and bearing the name under which the broker or the broker's firm is licensed, or the

regular business name, shall be displayed outside of the broker's regular place of business.

14. Regulation 20 CSR 2250-8.020 states, in relevant part:

- (1) Individual brokers, designated brokers, and office managers/supervising brokers shall be responsible for supervising the real estate related activities including the protection of any confidential information as defined under 339.710.8, RSMo of all licensed and unlicensed persons associated with them, whether in an individual capacity or through a corporate entity, association or partnership. A broker shall not be held responsible for inadequate supervision if –
- (A) A licensed or unlicensed person violates a provision of Chapter 339, RSMo or the rules for it in conflict with the supervising broker's specific written policies or instructions;
 - (B) Reasonable procedures have been established to verify that adequate supervision was being performed;
 - (C) The broker, upon learning of the violation, attempted to prevent or mitigate the damage;
 - (D) The broker did not participate in the violation;
 - (E) The broker did not ratify the violation; and
 - (F) The broker did not attempt to avoid learning of the violation.

15. Regulation 20 CSR 2250-8.060(1) states, in relevant part:

Every broker shall maintain his/her license and the licenses of all associates in the regular place of business or branch office(s). The licenses shall be displayed to any member of the public on request.

16. Regulation 20 CSR 2250-8.090 states, in relevant part:

- (9) Every written property management agreement or other written authorization between a broker and the owners of the real estate shall:

(C) Specify whether security deposits and prepaid rents will be held by the broker or the owner;

(H) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a disclosed dual agent and if permitted, the duties and responsibilities of a dual agent;

(K) Contain a statement which confirms that the landlord received the Broker Disclosure Form prescribed by the commission:

1. On or before the signing of the brokerage relationship agreement; or
2. Upon the licensee obtaining any personal or financial information, whichever occurs first;

(L) Contain the signatures of all the owners and the broker or affiliated licensee as authorized by the broker[.]

17. Regulation 20 CSR 2250-8.096 states, in relevant part:

- (1) Licensees acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed and dated by each party to the real estate transaction.

18. Regulation 20 CSR 2250-8.120 states, in relevant part:

- (4) Each broker shall deposit into the escrow or trust account all funds coming into the broker's possession as set out in section 339.100.2(1), RSMo, including funds in which the broker may have some future interest or claim including, but not limited to, earnest money deposits, prepaid rents, security deposits, loan proceeds and funds paid by or for the parties upon closing of the transaction. No broker shall commingle personal funds or other funds in the broker's account except to the extent provided by section 339.105.1, RSMo. Commissions payable must be removed from the escrow account at the time the transaction is completed. After the transaction is completed, interest payable shall be disbursed to the appropriate party(ies) from the escrow account no later than ten (10) banking days following the receipt of the next statement of the escrow account. When the licensee receives all interest earned, interest payable to a licensee must be removed from the escrow account within ten (10) banking days following the receipt of the next statement of the escrow account.

19. Regulation 20 CSR 2250-8.140(1) states, in relevant part:

When acting as a broker in a transaction, a broker may use current standardized forms including, but not limited to, contracts, agency disclosures, property management agreements, listing agreements, warranty deeds, quit claim deeds, trust deeds, notes, security instruments and leases, prepared or approved by the broker's counsel or by the counsel for a trade association of which the broker is a member or associate member, or by a Missouri state or local bar association and may complete them by filling in blank spaces to show the parties,

property description and terms necessary to close the transaction the broker has procured.

20. Regulation 20 CSR 2250-8.160(1) states, in relevant part:

Every broker shall retain for a period of at least three (3) years true copies of all business books; accounts, including voided checks; records; contracts; brokerage relationship agreements; closing statements and correspondence relating to each real estate transaction that the broker has handled. The records shall be made available for inspection by the commission and its authorized agents at all times during usual business hours at the broker's regular place of business. No broker shall charge a separate fee relating to retention of records.

21. Regulation 20 CSR 2250-8.200(1) states, in relevant part:

When managing property a licensee shall not rent or lease, offer to rent or lease, negotiate, or offer or agree to negotiate, the rent or lease, list or offer to list for lease or rent, assist or direct in procuring of prospects calculated to result in the lease or rent, assist or direct in the negotiation of any transaction, calculated or intended to result in the lease or rent, or show that property to prospective renters or lessees unless the licensee's broker holds a current written property management agreement or other written authorization signed by the owner of the real estate or the owner's authorized agent.

22. Regulation 20 CSR 2250-8.220 states, in relevant part:

(1) A broker shall establish and maintain a separate escrow account(s), to be designated as a property management escrow account(s), for the deposit of current rents and money received from the owner(s) or on the owner's(s') behalf for payment of expenses related to property management. Before making disbursements from a property management escrow account, a broker shall ensure that the account balance for that owner's(s') property(ies) is sufficient to cover the disbursements.

...

(3) All money received by a broker in connection with any property management must be deposited within ten (10) days to the escrow or trust account maintained by the broker.

...

(7) In addition to the notification required by section 339.105.2, RSMo, each broker, upon the request of the commission or its agent, shall consent to the examination and audit of the broker's property management escrow account(s) by the commission or its agent. As part of the consent, each broker shall execute a form presented to him/her by the commission or its agent entitled Consent to Examine and Audit Escrow or Trust Account.

(8) Each check written on an escrow account, or each corresponding check stub, or other record of disbursement of funds from the account

and each deposit ticket shall indicate the related transaction. Each check written on an escrow account for licensee fees or commission shall be made payable to the licensee who is owed the fee or commission or to the firm's general operating account.

23. Licensee's conduct, as described in paragraphs 3 through 5 above, in particular, Licensee's failure to provide any supervision for the brokerage for which he was the designated broker, constitutes cause to discipline Licensee's license.

24. Cause exists for the Commission to take disciplinary action against Licensee's license under § 339.100.2(1), (15), (16) and (19), RSMo; which states in pertinent part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860*, or any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

Joint Agreed Disciplinary Order

25. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Commission in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

26. The terms of discipline shall include Licensee's license shall be placed on probation for a period of three (3) years. Licensee's license is hereby placed on three (3) years' probation. During the period of probation on Licensee's license, Licensee shall be entitled to practice as a real estate broker associate provided he adheres to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

27. Terms and conditions of the disciplinary period. Terms and conditions of the disciplinary period are as follows:

Specific Terms:

- a. During the period of probation, Licensee shall be prohibited from managing property for any third party through any entity.

General Terms:

- a. Licensee shall keep the MREC apprised at all times in writing of his current address and telephone number at each place of residence and business. Licensee shall notify the MREC in writing within ten days of any change in this information.
- b. Licensee shall timely renew Licensee's license, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain his license in a current and active state. Licensee shall not apply for any additional real estate license, transfer to another broker, or change the status of the current license without the prior written permission of the Commission. During the disciplinary period, Licensee shall not place Licensee's license on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Licensee may surrender his real estate license by submitting a Surrender of Licensure Rights form to the MREC along with the original license and any duplicate copies issued to Licensee. If Licensee applies for a real estate license after surrender, Licensee shall be required to requalify as if an original applicant. Licensee would have to apply as an original applicant for a salesperson license. The MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

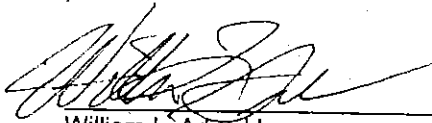
- c. Licensee shall meet in person with the MREC or its representative at any such time and place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.
 - d. Licensee shall immediately submit documents showing compliance with the requirements of this Order to the MREC when requested by the MREC or its designee.
 - e. During the probationary period, Licensee shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.
 - f. Licensee shall comply with all relevant provisions of Chapter 339, RSMo, as amended; all rules and regulations of the MREC; and all local, state, and federal laws. "State" as used herein refers to the State of Missouri and all other states and territories of the United States.
 - g. Licensee shall report to the MREC each occurrence of Licensee's being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.
28. This Agreement does not bind the Commission or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Agreement that are either now known to the Commission or may be discovered.
29. This Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by Licensee of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms of this Agreement.
30. All parties agree to pay all their own fees and expenses incurred as a result of this case, its settlement or any litigation.
31. The parties to this Agreement understand that the Missouri Real Estate Commission will maintain this Agreement as an open record of the Commission as provided in Chapters 339, 610 and 324, RSMo.
32. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

33. Licensee, together with Licensee's heirs and assigns, and Licensee's attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

34. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the licenses of Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:
Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High St., Jefferson City, MO 65102.

35. If Licensee has requested review, Licensee and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensee as allowed by law. If the Licensee does not submit the agreement to the Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director.

LICENSEE



William L. Arbuckle

Date 12/14/18

COMMISSION



Terry W. Moore
Executive Director
Missouri Real Estate Commission

Date 12-20-18